

CENTRAL VALLEY FLOOD PROTECTION BOARD

Property Management: Consent Calendar Item No. N

SUBJECT:

N. Approval of Nonexclusive Easement to the Fairfield-Suisun Sewer District (Linus Paulus)

Consider approval to grant a Nonexclusive Easement to the Fairfield-Suisun Sewer District. This easement is to construct, reconstruct, enlarge, remove, relay, operate, and maintain a 42-inch sewer outfall pipeline, within Ledgewood Creek, city of Fairfield, Solano County.

LOCATION:

The 0.15 acer easement area extends from Cordelia Road to a sewer outfall station on the western edge of Ledgewood Creek.

REQUEST:

- Approve granting of easement.

STAFF RECOMMENDATION: Approval

JUSTIFICATION:

- The outfall structure was approved by Board Permit No. 18022 GM on February 10, 2006.
- A one year license for construction purposes was awarded in July 2007
- Approval of this easement will complete the project
- The easement document ensures that flood protection will remain as the paramount use for the property.

PREVIOUS BOARD ACTION:

The Board has granted Encroachment Permit No. 18022 GM on February 10, 2006 approving the installation of the 42-inch pipeline and sewer outfall structure on the west bank of Ledgewood Creek. Special Provision No. 13 of the permit required the Permittee to secure an easement, license, or temporary entry permit from the Board prior the commencement of work. A one year license was awarded for construction in July of 2007. Granting of the license allowed additional time to complete an appraisal, legal description review, and terms of the easement. The license is valid until completion of a permanent easement.

Since issuance of the license an appraisal valuing the 0.15 acre easement at \$9,500 has been reviewed and approved by Department of Water Resources Appraisal staff. Additionally, the required legal description and deed language has been completed.

BACKGROUND

The property in Ledgewood Creek was purchased in fee by the Board for the Fairfield Vicinity Streams Project to enlarge channels on five streams in and adjacent to the city of Fairfield to provide for 100-year protection to urban and agricultural areas that have been subjected to frequent flooding.

ATTACHMENTS:

Board Permit No. 18022 GM
License
Easement Deed
Vicinity Map
Photographs
Appraisal Approval Memorandum

LB

→ RH

STATE OF CALIFORNIA - THE RESOURCES AGENCY

ARNOLD SCHWARZENEGGER, Governor

DEPARTMENT OF WATER RESOURCES

1416 NINTH STREET, P.O. BOX 942836
SACRAMENTO, CA 94236-001
(916) 653-5791



FEB 10 2006

Permit No. 18022 GM

Fairfield-Suisun Sewer District
1010 Chadbourne Road
Fairfield, California 94534

Enclosed is your approved Reclamation Board Encroachment Permit Conditions.

Under the Standard General Condition Four (4) of the permit, you are required to accomplish the work under direction and supervision of the Department of Water Resources; therefore, you must advise the Department at 3310 El Camino Avenue, Sacramento, California 95821, attention Richard Marshall, telephone (916) 574-1213, at least ten days prior to starting your project. An addressed postcard is enclosed for your convenience.

Please note that the permit grants the work proposed in your application. This permit, in addition to the twelve (12) standard conditions, includes special conditions, which may place limitations on or require modifications to your project. You are advised to read all conditions prior to starting the project. Commencing any work under this permit shall constitute an acceptance of the provisions of the permit and an agreement to perform accordingly. This permit does not relieve you from the responsibility for obtaining authorization from any State, local, or federal agencies for your proposed project.

Please refer to your permit number when communicating with this office. For further information, contact Sam Brandon of my staff at (916) 574-0651.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mike Mirmazaheri'.

Mike Mirmazaheri, Chief
Floodway Protection Section
Division of Flood Management

Enclosure

STATE OF CALIFORNIA
THE RESOURCES AGENCY
THE RECLAMATION BOARD

PERMIT NO. 18022 GM

This Permit is issued to:

Fairfield-Suisun Sewer District
1010 Chadbourne Road
Fairfield, California 94534

To install a 10- by 27-foot outfall structure with a 42-inch diameter HDPE sewer pipe on the right (west) bank; place riprap across channel of Ledge wood Creek. The project is located in Fairfield, south of I-80 at Cordelia Road (Section 35, T5N, R2W, MDB&M, Ledge wood Creek, Solano County).

NOTE: Special Conditions have been incorporated herein which may place limitations on and/or require modification of your proposed project described above.

(SEAL)

Dated: FEB 10 2006

Alan S. Liu

General Manager

GENERAL CONDITIONS:

ONE: This permit is issued under the provisions of Sections 8700 – 8723 of the Water Code.

TWO: Only work described in the subject application is authorized hereby.

THREE: This permit does not grant a right to use or construct works on land owned by the Sacramento and San Joaquin Drainage District or on any other land.

FOUR: The approved work shall be accomplished under the direction and supervision of the State Department of Water Resources, and the permittee shall conform to all requirements of the Department and The Reclamation Board.

FIVE: Unless the work herein contemplated shall have been commenced within one year after issuance of this permit, the Board reserves the right to change any conditions in this permit as may be consistent with current flood control standards and policies of The Reclamation Board.

SIX: This permit shall remain in effect until revoked. In the event any conditions in this permit are not complied with, it may be revoked on 15

days' notice.

SEVEN: It is understood and agreed to by the permittee that the start of any work under this permit shall constitute an acceptance of the conditions in this permit and an agreement to perform work in accordance therewith.

EIGHT: This permit does not establish any precedent with respect to any other application received by The Reclamation Board.

NINE: The permittee shall, when required by law, secure the written order or consent from all other public agencies having jurisdiction.

TEN: The permittee is responsible for all personal liability and property damage which may arise out of failure on the permittee's part to perform the obligations under this permit. If any claim of liability is made against the State of California, or any departments thereof, the United States of America, a local district or other maintaining agencies and the officers, agents or employees thereof, the permittee shall defend and shall hold each of them harmless from each claim.

ELEVEN: The permittee shall exercise reasonable care to operate and maintain any work authorized herein to preclude injury to or damage to any works necessary to any plan of flood control adopted by the Board or the Legislature, or interfere with the successful execution, functioning or operation of any plan of flood control adopted by the Board or the Legislature.

TWELVE: Should any of the work not conform to the conditions of this permit, the permittee, upon order of The Reclamation Board, shall in the manner prescribed by the Board be responsible for the cost and expense to remove, alter, relocate, or reconstruct all or any part of the work herein approved.

SPECIAL CONDITIONS FOR PERMIT NO. 18022 GM

THIRTEEN: When work is proposed on land owned in fee by The Reclamation Board, the permittee shall secure an easement, license, or temporary entry permit from The Reclamation Board prior to commencement of work. Contact Jeffery Fong at (916) 657-2831.

FOURTEEN: All work approved by this permit shall be in accordance with the submitted drawings and specifications except as modified by special permit conditions herein. No further work, other than that approved by this permit, shall be done in the area without prior approval of The Reclamation Board.

FIFTEEN: The permittee is responsible for all liability associated with construction, operation, and maintenance of the permitted facilities and shall defend and hold harmless The Reclamation Board, the State of California and/or any departments thereof from any liability or claims of liability associated therewith.

SIXTEEN: The Reclamation Board, the State of California and/or any departments thereof shall not be held liable for damages to the permitted encroachment(s) resulting from releases of water from reservoirs, flood fight, operation, maintenance, inspection, or emergency repair.

SEVENTEEN: The permittee shall be responsible for repair of any damages to the project works and other flood control facilities due to construction, operation, or maintenance of the proposed project.

EIGHTEEN: The permittee shall contact the Department of Water Resources by telephone, (916) 574-1213, and submit the enclosed postcard to schedule a preconstruction conference. Failure to do so at least 10 working days prior to start of work may result in delay of the project.

NINETEEN: No construction work of any kind shall be done during the flood season from November 1st to April 15th.

TWENTY: Construction materials and/or equipment shall not be stored within Ledgewood Creek, an adopted plan of flood control during the flood season from November 1st to April 15th.

TWENTY-ONE: Cleared trees and brush shall be completely burned or removed from the project works, and downed trees or brush shall not remain within the project works during the flood season from November 1st to April 15th.

TWENTY-TWO: No excavation shall be made or remain in the adopted plan of flood control during the flood season from November 1st to April 15th.

TWENTY-THREE: Backfill material for excavations shall be placed in 4- to 6-inch layers and compacted to at least the density of the adjacent, firm, undisturbed material.

TWENTY-FOUR: The permittee shall replant or reseed the project site to restore sod, grass, or other non-woody ground covers if damaged during project work.

TWENTY-FIVE: All debris generated by this project shall be disposed of outside the project works.

TWENTY-SIX: The work area shall be restored to the condition that existed prior to start of work.

TWENTY-SEVEN: In the event that levee or bank erosion injurious to the adopted plan of flood control occurs at or adjacent to the permitted encroachment(s), the permittee shall repair the eroded area and propose measures, to be approved by The Reclamation Board, to prevent further erosion.

TWENTY-EIGHT: The permittee shall maintain the permitted encroachment(s) and the project works within the utilized area in the manner required and as requested by the authorized representative of The Reclamation Board, the State of California Department of Water Resources and/or San Joaquin County Flood Control and Water Conservation District, or any other agency responsible for maintenance.

TWENTY-NINE: The permitted encroachment(s) shall not interfere with operation and maintenance of the flood control project. If the permitted encroachment(s) are determined by any agency responsible for operation or maintenance of the flood control project to interfere, the permittee shall be required, at permittee's cost and expense, to modify or remove the permitted encroachment(s) under direction of The Reclamation Board or Department of Water Resources. If the permittee does not comply, The Reclamation Board may modify or remove the encroachment(s) at the permittee's expense.

THIRTY: The permittee may be required, at permittee's cost and expense, to remove, alter, relocate, or reconstruct all or any part of the permitted encroachment(s) if removal, alteration, relocation, or reconstruction is necessary as part of or in conjunction with any present or future flood control plan or project or if damaged by any cause. If the permittee does not comply, The Reclamation Board may remove the encroachment(s) at the permittee's expense.

THIRTY-ONE: If the project, or any portion thereof, is to be abandoned in the future, the permittee or successor shall abandon the project under direction of The Reclamation Board and Department of Water Resources, at the permittee's or successor's cost and expense.

State Inspector should contact:

Permittee's Name _____ Telephone _____

Address _____

I am requesting a pre-construction meeting with an inspector under the approved Permit No. _____. I am also requesting a start date of _____ for the work under this permit.

Applicant's Signature

Date

JH

Dan Fua, Acting General Manager
The Reclamation Board
3310 El Camino Avenue, Room LL-40
Sacramento, California 95821

License for Fairfield-Suisun Sewer District Sewer Outfall Into Ledgeewood Creek

Attached is a license in duplicate for your review which allows the Fairfield-Suisun Sewer District (FSSD) to construct and operate a sewer outfall into Ledgeewood Creek, in the city of Fairfield, Solano County. Reclamation Board Permit No. 18022 GM dated February 10, 2006 was issued for this project. The property in Ledgeewood Creek was purchased in fee by the Board for the Fairfield Streams Project. FSSD requires either a license or easement to install their project. It is their preference to have a permanent easement. However, I am recommending that we grant them a license for a period of one year so that they can begin work on their project. This will give them sufficient time to provide me with a legal description and appraisal report so that I can bring the easement to the Board for their approval later this year.

Please execute both copies of the license and return both to me. Scott Morgan has reviewed the language of the license and his comments have been incorporated.

Original Signed by

Jeff Fong
Associate Land Agent

Attachment

JFong:sdonner
485JF071706SD
F.0200.PM06.220

Maint. Yard: North Bay Substation
Location: City of Fairfield
Project: Fairfield Streams –
LedgeWood Creek
Parcel No.: 12810

State of California
THE RECLAMATION BOARD

LICENSE

THE SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT, acting by and through The Reclamation Board of the State of California, hereinafter referred to as BOARD, licenses revocable, nonexclusive use of State property, hereinafter referred to as PREMISES, at the location and under conditions set forth in Sections 1, 2, and 3 of this License.

SECTION 1

LICENSEE: Fairfield-Suisun Sewer District

LICENSEE ADDRESS AND PHONE: 1010 Chadbourne Road
Fairfield, California 94534

BOARD ADDRESS: The Reclamation Board
3310 El Camino Avenue, Room LL40
Sacramento, California 95821

LOCATION: Solano County. See Section 3 (map)

LICENSED USE: Construction, operation, and maintenance of a sewer line and sewer outfall

IMPROVEMENTS LICENSED FOR USE: Buried sewer line, sewer outfall structure into LedgeWood Creek

TERM: One year

LICENSE FEE: \$500 one-time fee

INSURANCE REQUIRED: ☒ yes ☐ no

CONSENT OF TENANT REQUIRED: ☐ yes ☒ no

SPECIAL CONDITIONS:

The conditions and requirements of Reclamation Board Permit No. 18022 GM by this reference are incorporated into this license.

Before the expiration of this license, Licensee shall acquire from Board a permanent easement for its facilities. Licensee shall reimburse Board for its staff costs to review the easement deed, review the fair market appraisal, and to process the transaction to its conclusion. Licensee shall also compensate Board for the fair market value of the easement.

Upon notice given by Board of its intent to modify or reconstruct the flood control project, Licensee shall relocate its facilities at its own expense. This clause shall be incorporated into the easement deed for the sewer easement.

SECTION 2

1. **USE OF PREMISES: LICENSED USE** is to be strictly construed. LICENSEE shall not use or permit use of any part of PREMISES for any purpose or purposes other than the use hereinabove specified. This License is revocable permission, grants no interest in real property to LICENSEE for the use herein licensed, and BOARD does not warrant that the land is capable of being used for the licensed use. This License and the uses licensed hereunder are not assignable.

LICENSEE shall exercise reasonable care that no damage shall occur to PREMISES and shall not do or permit any act or thing to be done upon the PREMISES which is a nuisance or which may disturb the quiet enjoyment by BOARD or interfere with the operations of BOARD or any tenant of property.

BOARD makes no warranty or representation as to its title to the area covered by this License. Licensed uses shall be subordinate to all existing easements, covenants, servitudes, licenses and rights of way for canals, ditches, levees, roads, highways, telegraph, telephone and electric power lines, railroads, pipeline and other purposes whether recorded or not and rights of others under any existing oil, gas, mineral lease or other leases or uses affecting the PREMISES or any portion thereof, whether recorded or not.

2. **COMPLIANCE WITH LAW:** LICENSEE shall, at its expense, promptly comply with any and all laws, ordinances, rules, regulations, requirements and orders whatever, present or future, of the national, State, county or municipal government which may in any way apply to the use, maintenance or occupation of or operations on the PREMISES by LICENSEE hereunder.
3. **INDEMNIFICATION:** This License is made upon the express condition that the State of California is to be held harmless from all liability and claims for damages by reason of any injury to any person or persons, including LICENSEE, or property of any kind whatsoever and to whomsoever belonging, including LICENSEE, from any cause or causes whatsoever while in, upon, or in any way connected with the PREMISES during the term of this License or any occupancy hereunder, except those arising out of the sole negligence of BOARD. LICENSEE agrees to defend, indemnify and save harmless the State of California, its officers, employees, contractors and agents from all liability, loss, cost or obligation on account of or arising out of any such injury or loss, however occurring.
4. **DAMAGE:** In the exercise of the rights herein granted, LICENSEE is responsible for any damage, destruction or loss occurring to the PREMISES or facilities of BOARD, its water contractors, lessees, LICENSEES, permittees or other members of the public. LICENSEE shall indemnify and save harmless BOARD for all such damage, destruction or loss, or at the option of BOARD, LICENSEE shall repair or replace said property to the satisfaction of BOARD.
5. **FUTURE MOVING OF INSTALLATION:** LICENSEE shall at the LICENSEE's sole cost and expense, remove, alter, relocate or reconstruct all or any part of the work herein approved immediately upon the order of BOARD to do so, and in the manner prescribed thereby, should said work or any portion thereof not conform to the provisions of this order, or should said work or any portion thereof be injurious to or damage any works necessary to any plan of BOARD or the Legislature, or should it interfere with the successful execution, functioning or operation of any such plan of flood control, or should such removal, alteration, relocation or reconstruction be necessary under or in conjunction with any present or future flood control plans for the area in which the work herein approved is to be accomplished, and in case applicant delays acting upon any such order of BOARD, BOARD may proceed to perform the required work, and the cost thereof shall be paid by LICENSEE.
6. **MAINTENANCE:** The LICENSEE shall properly maintain any encroachment placed by LICENSEE on BOARD's property.

7. **INSURANCE:** If required by Section 1, LICENSEE shall furnish to BOARD a Certificate of Insurance at the time the License is signed, stating that there is liability insurance presently in effect for LICENSEE with bodily injury and property damage limits of not less than \$1,000,000 per occurrence. The certificate of insurance will provide:

- a. That the insurer will not cancel the insured's coverage without thirty (30) days' prior written notice to BOARD.
- b. That BOARD, its officers, agents, employees and servants are included as additional named insureds, but only insofar as the operations under this License are concerned.
- c. That BOARD will not be responsible for any premiums or assessments on the policy.
- d. That PREMISES included in this License is covered by the policy.

LICENSEE agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this License. In the event said insurance coverage expires at any time or times during the term of this License, LICENSEE agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the License, or for a period of not less than one (1) year. In the event LICENSEE fails to keep insurance coverage in effect at all times as herein provided, BOARD may, in addition to any other remedies it may have, terminate this License upon the occurrence of such event.

8. **HAZARDOUS MATERIALS:** LICENSEE shall not possess, use or dispose of any hazardous materials or waste on BOARD's property, or cause to be possessed, used or disposed, without the express written consent of BOARD.
9. **TERMINATION:** Either party herein reserves the right to terminate this License upon providing written notice to the other party. This License is revocable by BOARD without cause or fault.
10. **VACATION:** LICENSEE agrees to vacate PREMISES within twenty-four (24) hours in the event of emergency as determined by BOARD.
11. **TERMINATION AND RESTORATION OF THE PREMISES:** Termination of this License in any manner as to all or any part of the PREMISES, shall not relieve LICENSEE from any obligation or liability theretofore accrued hereunder, nor prejudice, or in any way affect the right of BOARD to enforce any right or remedy it may have had before such termination. Upon any such termination, LICENSEE shall within three (3) days remove all of LICENSEE's improvements and personal property from the PREMISES and restore them to a condition satisfactory to BOARD. At its option, BOARD may remove the same and restore the PREMISES, and LICENSEE agrees to reimburse BOARD for the cost thereof upon demand.
12. **DEFAULT, ENFORCEMENT OR BREACH COSTS:** LICENSEE shall pay, upon demand, all costs and expenses (including attorney's fees in a reasonable amount) incurred by BOARD to enforce any of the covenants, conditions and provisions of this License, or to dispossess LICENSEE, irrespective of whether or not court action shall be brought.
13. **NOTIFICATION:** Any notice or demand by either party to the other in connection with this License shall be deemed to be fully given or made when written and deposited in a sealed envelope in the United States mail, registered or certified and postage prepaid, and addressed to the party to whom given at the address specified in Section 1. Either party may change its address by giving the other party written notice of its new address as herein provided. BOARD may give notice by phone to LICENSEE in emergency situations which may require LICENSEE to vacate PREMISES within twenty-four (24) hours.

SACRAMENTO AND SAN JOAQUIN DRAINAGE
DISTRICT, acting by and through The Reclamation
Board of the State of California

ACCEPTED:

Dan Fua, General Manager

Fairfield-Suisun Sewer District

Date: _____

Date: _____

APPROVED as to Legal Form and Sufficiency:

Address 1010 Chadbourne Road

Fairfield, California 94534

Scott Morgan, Legal Counsel
for The Reclamation Board

Date: _____

Phone: _____

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO:

DEPARTMENT OF WATER RESOURCES

Division of Engineering
Real Estate Branch
1416 9th Street, Room 425
Sacramento, CA 95814

32-150-150
32-190-240 & 250

SPACE ABOVE THE LINE FOR RECORDER'S USE

**CENTRAL VALLEY FLOOD
PROTECTION BOARD
EASEMENT DEED**

Project FAIRFIELD VICINITY STREAMS
SEWER OUTFALL PIPELINE

Parcel No. 2007-12679-A-A AND 2007-12810-A-A
TR. 1-643
COMP BK 125-10 & 13

The SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT, acting by and through THE CENTRAL VALLEY FLOOD PROTECTION BOARD of the STATE OF CALIFORNIA, does hereby grant to FAIRFIELD-SUISUN SEWER DISTRICT a NONEXCLUSIVE EASEMENT and RIGHT OF WAY to construct, reconstruct, enlarge, remove, relay, operate and maintain a 42 in sewer outfall pipeline, together with any works necessary and appurtenant thereto upon, over, and across that certain real property in the County of Solano, State of California, described as follows:

Grantee, its successors or assigns, may be required at its sole cost and expense to remove, alter, relocate, or reconstruct all or any part of the permitted work of easement if removal, alteration, relocation, or reconstruction is necessary as part of, or in conjunction with, any present or future flood control plan or project, or if damaged by any cause.

All that real property lying in Suisun Rancho, projected Section 35, Township 5 North, Range 2 West, M.D.M., County of Solano, State of California, being a portion of PARCEL 12679-A described in GRANT DEED recorded in Book 1990 at Page 88932, Official Records of said County, and also being a Portion of Parcel 12810-A described in GRANT DEED recorded in Book 1992 at Page 22965, Official Records of said County described as follows:

PARCEL 2007-12679-A-A AND PARCEL 2007-12810-A-A

COMMENCING at the standard cased City Monument marking the intersection of Beck Avenue and Cordelia Road, shown as # 7 on RECORD OF SURVEY in Book 16 of Surveys Page 74, Official Records of said County; thence along the following three courses:

- 1) North 0°02'45" West along the centerline of Beck Avenue 2573.26 feet to the standard cased City Monument marking the intersection of Beck Avenue and Courage Drive, shown as #6 on said RECORD OF SURVEY; Thence
- 2) Leaving said centerline South 52°30'22" East 2616.95 feet to a point being the Point of Beginning of hereinabove said PARCEL 12810-A and the centerline of Cordelia Road; Thence
- 3) South 61°45'48" West 89.64 feet along the centerline of Cordelia Road to a point, said point being also the most westerly corner of said PARCEL 12810-A and the TRUE POINT OF BEGINNING of this description;

Thence from said TRUE POINT OF BEGINNING leaving said centerline of Cordelia Road, along the westerly line of said PARCEL 12810-A North 12°41'45" East 19.93 feet; Thence leaving said westerly line, parallel with said centerline of Cordelia Road North 61°45'48" East 31.91 feet; Thence North 9°16'25" East 226.54 feet; Thence South 86°00'00" East 56.61 feet; Thence South 04°00'00" West 30.00 feet; Thence North 86°00'00" West 39.29 feet; Thence South 9°16'25" West 201.89 feet to said centerline of Cordelia Road; Thence along said centerline South 61°45'48" West 58.63 feet to the TRUE POINT OF BEGINNING.

Containing 0.15 Acre, more or less.

Bearings and Distances are based on the California Coordinate System Zone 2, CCS 27.

TOGETHER WITH a temporary construction easement and right of way for the purpose of moving and/or maneuvering construction equipment and vehicles; the temporary storage of equipment and materials necessary for constructing a sewer outfall, together with the equipment used in grading and other earthwork pertinent to said sewer outfall; the temporary storage of spoil or excavated material during the period of constructing said sewer outfall and related construction work; and any other operations necessary and appurtenant to the construction of said sewer outfall, over, through, and across the land hereinafter described as PARCEL 2007-12679-A-B AND PARCEL 2007-12810-A-B).

PARCEL 2007-12679-A-B AND PARCEL 2007-12810-A-B

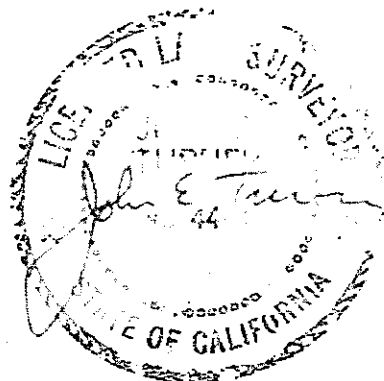
Beginning at the TRUE POINT OF BEGINNING of the hereinbefore described **PARCEL 2007-12679-A-A AND PARCEL 2007-12810-A-A;**

Thence from said TRUE POINT OF BEGINNING along the westerly line of hereinbefore said PARCEL 12810-A North 12°41'45" East 271.01 feet; Thence leaving said westerly line along the westerly line of hereinbefore said Parcel 12679-A being a curve concave to the East, said curve having a radial bearing of South 87°31'46" East, a radius of 780.00 feet, an arc length of 7.50 feet; Thence leaving said westerly line South 86°00'00" East 69.90 feet; Thence South 3°52'57" West 61.23 feet; Thence North 86°00'00" West 20.65 feet; Thence South 1°50'05" East 148.54 feet to the hereinbefore said centerline of Cordelia Road; Thence along said centerline South 61°45'48" West 124.47 feet to the TRUE POINT OF BEGINNING.

Excepting there from all that portion lying within the permanent easement hereinbefore described as PARCEL 2007-12679-A-A AND PARCEL 2007-12810-A-A.

Containing, after said exception, 0.28 Acre, more or less.

Bearings and Distances are based on the California Coordinate System Zone 2, CCS 27.



State of California
The Resources Agency
Department of Water Resources
THE CENTRAL VALLEY FLOOD
PROTECTION BOARD

Parcel No. 2007-12679-A-A
2007-12810-A-A

Executed this _____ day _____, of 20 _____

SACRAMENTO AND SAN JOAQUIN DRAINAGE
DISTRICT, acting by and through The Central Valley
Flood Protection Board of the State of California.

By _____
President

By _____
Secretary

Approved as to Legal Form

Signed and delivered in the presence of:

Counsel, The Central Valley Flood Protection Board

STATE OF CALIFORNIA }

SS

County of _____

On _____, 20 _____, before me, _____

personally appeared _____ who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that
by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal

[SEAL]

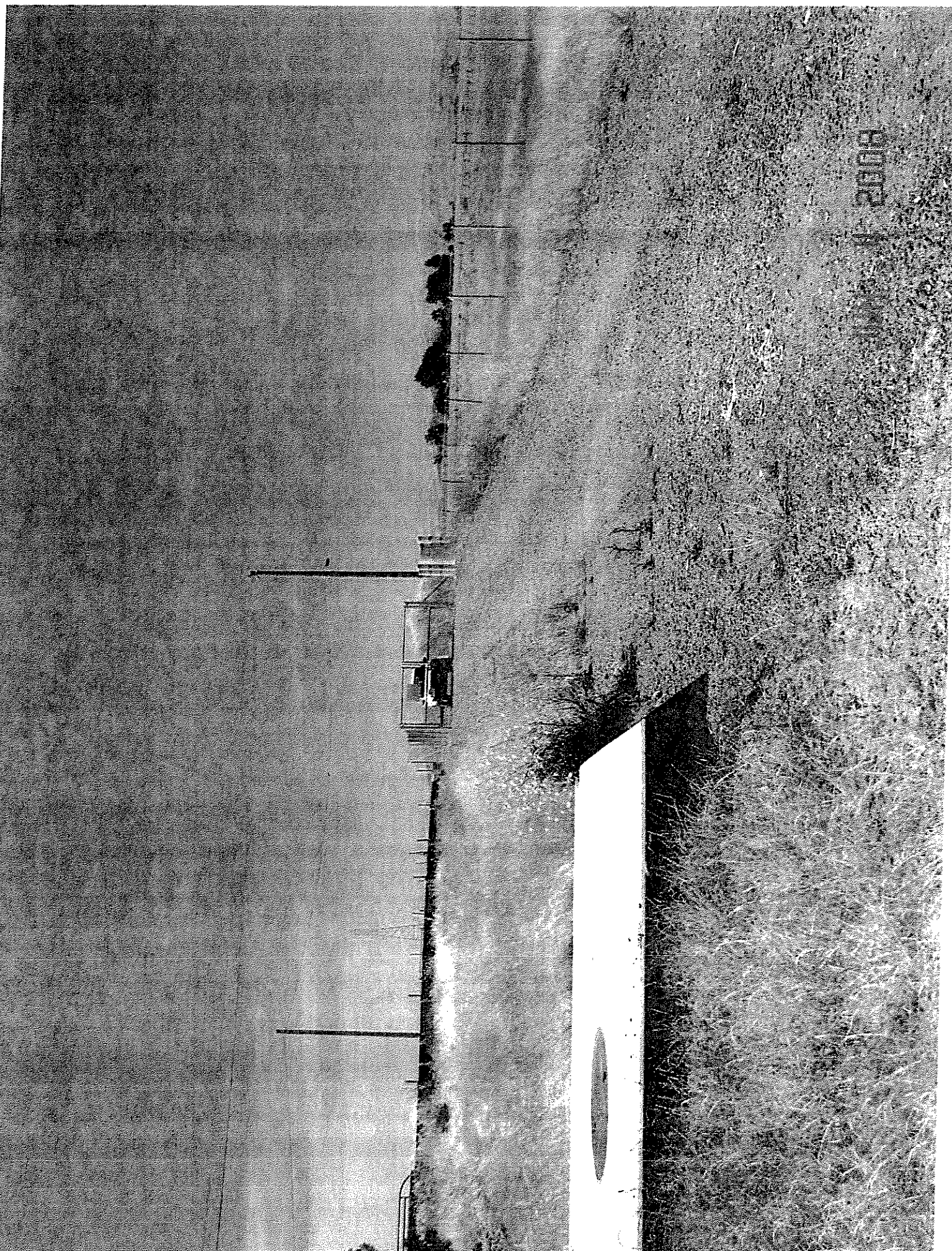
NOTARY PUBLIC IN AND FOR THE STATE OF CALIFORNIA

Vicinity Map

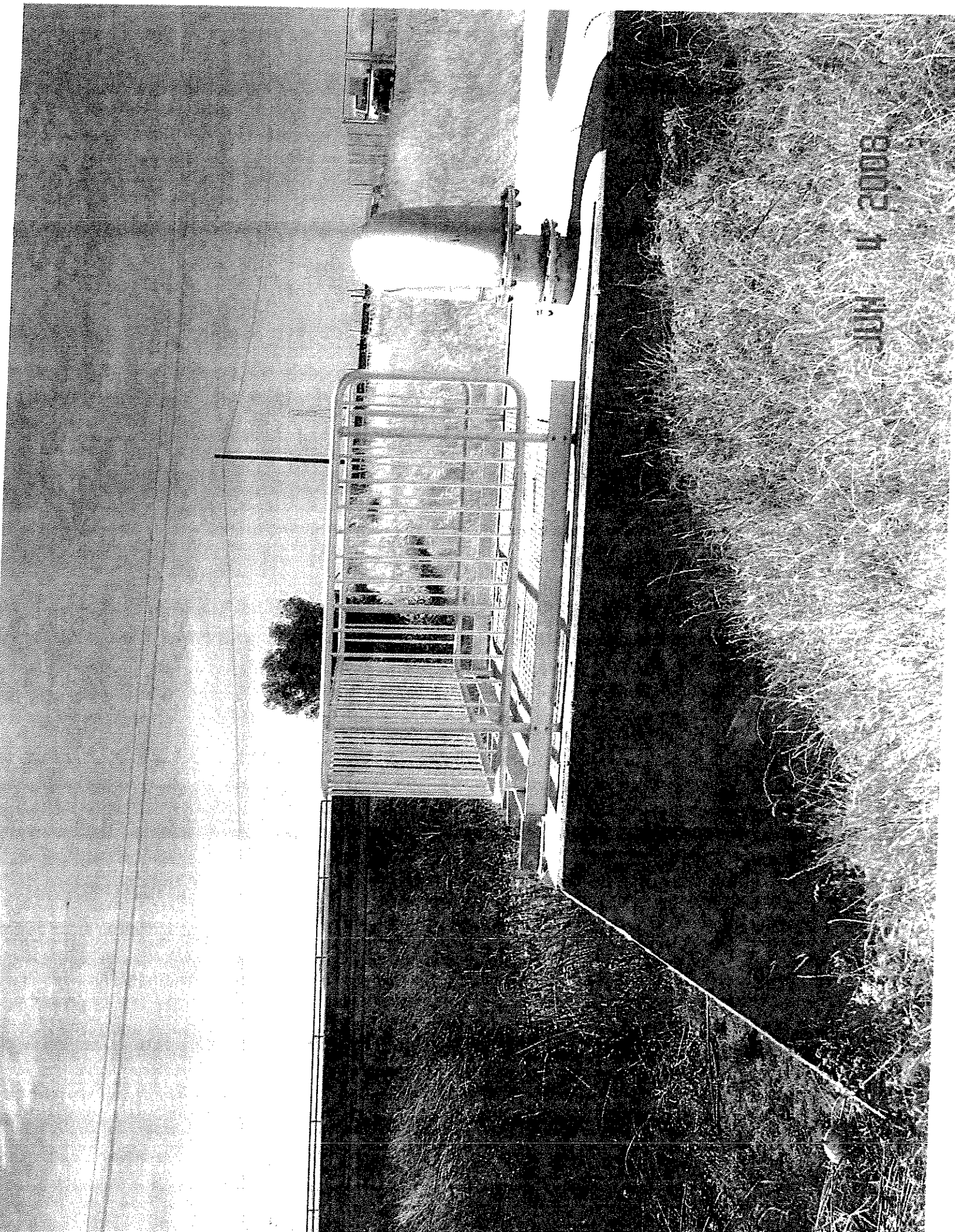


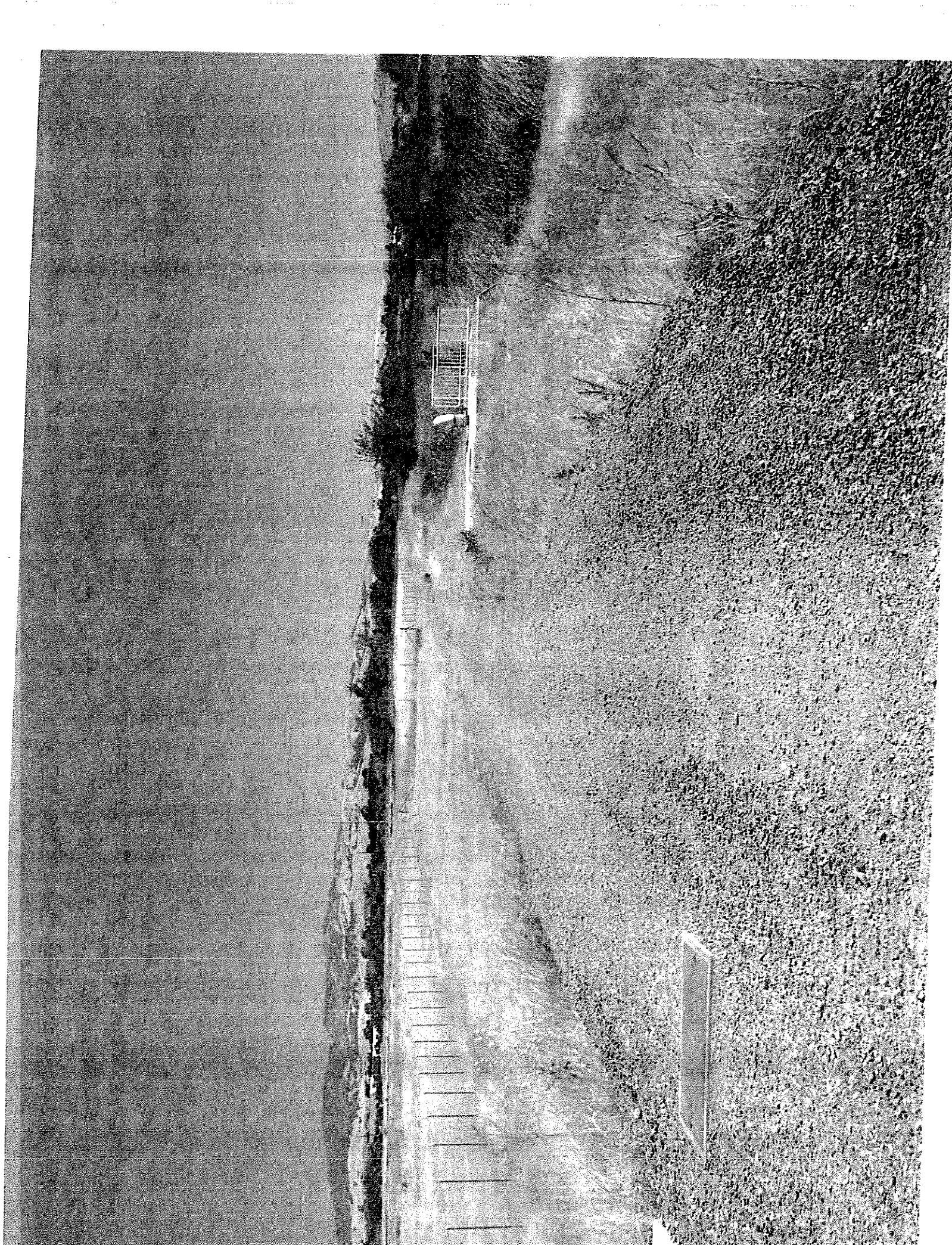
578

1 1 E O D N I A



8002 4 HOF





Memorandum

Date: MAY 07 2008

To: Linus Paulus, Senior Land Agent
Real Estate Branch
Division of Engineering

Marie Buric, Senior Land Agent
Real Estate Branch
Division of Engineering
From: Department of Water Resources

Subject: Appraisal Review, Ledgewood Creek Outfall Project, Parcel No. 2007-12679-A-A and 2007-12810-A-A, Tr. 1-643

The Appraisal Section has reviewed an appraisal prepared by Ronald G. Garland, MAI, SRA of Garland and Associates Real Estate Appraisers and Consultants of a drainage/outfall easement and temporary construction easement to be acquired from the Sacramento and San Joaquin Drainage District's 5.73-acre ownership, located north of Cordelia Road, in the city of Fairfield. The date of value is December 28, 2007, with an **appraised total compensation to the owner of \$9,500.**

The scope of the review covered the completeness of the report, the adequacy and relevance of the data, the propriety of adjustments, the appropriateness of the appraisal methods and techniques, and the appropriateness and reasonableness of the analyses, opinions and conclusions.

The appraisal is acceptable as the basis of compensation, and the reported conclusions and values have been approved by the Department of Water Resources. A copy of the Appraisal Report Approval and Reviewer's Comments and Certification are attached.

Attachments